

AGREEMENT

BETWEEN

TOWN OF ENFIELD  
and

ENFIELD PROFESSIONAL  
and  
TECHNICAL EMPLOYEES UNIT  
CSEA LOCAL 2001

JULY 1, 2008 - JUNE 30, 2012

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### **APPLICATION OF AGREEMENT**

This Agreement shall apply to all professional and technical employees of the Town of Enfield in those titles listed on the Certificate of Representative (Case No. ME-11062, Decision No. 2625 dated March 18, 1988) excluding supervisors (per Case No. MEE-16,142) and also excluding the Deputy Director of Public Works and those employees now represented by other bargaining agents heretofore certified by the Connecticut State Board of Labor Relations, temporary employees who work less than six (6) months, seasonal employees and any other employees as may be mutually agreed to be excluded.

### **ARTICLE 1** **RECOGNITION**

**SECTION 1.** Local 2001, CSEA, is recognized as the exclusive bargaining agent of all employees, as defined below, for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

**SECTION 2.** The term "Employer" shall mean the Town of Enfield, Connecticut, a municipal employer.

**SECTION 3.** The term "Union" shall mean Local 2001, Connecticut State Employees Association.

**SECTION 4.** The terms "Contract" and "Agreement" shall mean the complete Agreement and its specific terms.

**SECTION 5.** The term "Employee" shall mean those professional and technical persons employed by the Employer as defined in the Application of Agreement.

**SECTION 6.** The Town may employ temporary or seasonal employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**SECTION 1.** Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Employer has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.
- B. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- G. To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

- H. To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed.
- I. To create job specifications and revise existing job specifications, subject to the Union's right to challenge the accuracy of the new or revised job specification, or the propriety of the assigned wage rate, through the grievance procedure.
- J. In those instances where Town employees are not available to perform the work, the Town reserves the right to contract out the work until Town employees are available.

### **ARTICLE 3** **UNION SECURITY**

**SECTION 1.** All members of the bargaining unit as a condition of employment either become and remain members of the Union in good standing or pay to the Union a service fee. This requirement shall become effective thirty (30) days following ratification of this Agreement by both parties or thirty (30) days from the date of their employment by the Town.

**SECTION 2.** Upon written authorization of an employee, the Town shall deduct from the employee's wages Union dues and initiation fees or service fees.

**SECTION 3.** The total amount deducted each month, in accordance with the provisions of this Article, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.

**SECTION 4.** The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the

Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within ninety (90) calendar days after the date such deductions were or should have been made.

**SECTION 5.** The Union agrees to indemnify and save harmless the Town for any liability or sums which the Town is required to pay as the result of any claim arising out of the Town's compliance with or enforcement of the provisions of this Article.

**SECTION 6.** Within thirty (30) days the Town shall notify the Union of any new employees hired who are covered under the collective bargaining agreement.

#### **ARTICLE 4** **GRIEVANCE PROCEDURE**

**SECTION 1.** A grievance shall be defined as a complaint concerning any of the following:

- A. wages, hours of work or working conditions which are mandatory subjects of bargaining;
- B. disciplinary action;
- C. a claimed violation, misinterpretation or misapplication of a specific provision of this Agreement.

Only grievances concerning B and/or C above may be processed beyond Step Three. It is not the Town's intent to claim that a case covered under the definition of a grievance in subpart C of Section 1 is not arbitrable simply because the subject of the contract provision at issue is one which is also covered by subpart A.

**SECTION 2.** Procedure.

**STEP ONE:** Any employee who has a grievance shall reduce the grievance to writing and shall submit the grievance within ten (10) calendar days of the event to his Department Head setting forth the facts of the grievance, the Agreement provisions, if any, in question and the remedy requested. Within ten (10) calendar days after said Department Head

receives such grievance, he or his designated representative shall give the Union his answer to the grievance in writing.

**STEP TWO:** If the employee is dissatisfied with the Department Head's decision he/she may appeal to the Human Resources Director within ten (10) calendar days of the Department Head's decision. The Human Resources Director shall reply within ten (10) calendar days of receipt of such written complaint.

**STEP THREE:** If the employee and his representative, if represented, are not satisfied with the decision rendered by the Human Resources Director, the employee may submit the grievance to the Town Manager or his designee, in writing, within ten (10) calendar days of the date of the answer at Step Two, and the Town Manager shall render a written decision to the employee and his representative, if represented, within ten (10) calendar days of receipt of the grievance.

**STEP FOUR:**

A. Mediation: If the employee and representative are not satisfied with the decision rendered, the grievance may be submitted at the request of the Union within ten (10) calendar days to mediation of the grievance before the Connecticut State Board of Mediation and Arbitration. Mediation may be waived at either party's request on discharge cases.

B. Arbitration: If the grievance is not resolved through mediation, the grievance may be submitted to arbitration, in writing, by the Union with a copy to the Town, within ten (10) calendar days of the completion of mediation. Arbitration shall be before the Connecticut State Board of Mediation and Arbitration except that all grievances concerning suspension and discharge, and any other grievance on which the parties mutually agree, shall be submitted to an arbitrator who is either mutually selected by the parties or selected in accordance with the procedures of the American Arbitration Association. In the case of arbitration by a private or AAA arbitrator, the parties shall share

equally the cost of arbitration. The decision of the arbitrator(s) shall be final and binding on both parties.

**SECTION 3.** All grievances and answers thereto shall be set forth in writing.

**SECTION 4.** Nothing contained therein shall prevent any employee from presenting his own grievance and representing himself in these procedures up to but not including arbitration.

**SECTION 5.** Failure at any step to appeal shall be considered acceptance of the decision rendered.

**SECTION 6.** The resolution of a grievance, at any step, will be set forth in writing and signed by the parties directly concerned with said resolution.

**SECTION 7.** Time extensions beyond those stipulated in the grievance procedure may be arrived at by mutual agreement of the parties concerned.

**SECTION 8.** The arbitrator(s) shall have no authority to add to or subtract from, or otherwise modify the terms of this Agreement.

**SECTION 9.** Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision or in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

## **ARTICLE 5** **DISCIPLINE**

**SECTION 1.** Disciplinary actions shall include:

- A. verbal warning;
- B. written warning;
- C. suspension without pay;
- D. discharge.

Any of the aforementioned may be independently invoked.

**SECTION 2.** All suspensions and discharges of permanent employees must be for just cause and must be stated in writing with reason given and a copy given to the employee and steward at the time of the suspension or discharge.



**SECTION 3.** For employees hired prior to July 1, 2000 written warnings or letters of reprimand shall be removed from the employee's file after one (1) year for minor offenses and two (2) years for serious offenses.

**ARTICLE 6**  
**ATTENDANCE AND LEAVES**

**SECTION 1.** General Policy: Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. Leave may be authorized with or without pay and shall be granted in accordance with this Agreement on the basis of the work requirements of the departments and whenever possible, the personal wishes of the employee.

**SECTION 2.** Types of Leave. The following types of leave are officially established:

Holiday Leave	Vacation Leave
Sick Leave	Childrearing Leave
Injury Leave	Other Leave with Pay
Compensatory Leave	Leave Without Pay
Personal Leave	Administrative Leave

**SECTION 3.** For all leaves other than holiday, sick or injury leave, a written request on a form prescribed by the Human Resources Director indicating the type of leave, duration and dates of departure and return must be approved by the department head prior to the taking of leave. For personal leave and other leave with or without pay, the employee must describe the purpose and reason for requesting such leave.

**SECTION 4.** In the case of sick or injury leave, a return to work form prescribed by the Human Resources Director shall be completed and submitted to the department head for approval immediately upon the employee's return for duty.

**SECTION 5.** Unless an absence is substantiated by a request for leave or a return to work form approved by the department head, an employee shall not be paid for any absence from scheduled work hours. All such forms shall be forwarded by the department head to the Personnel Office where they shall be

filed as part of the employee's attendance record.

**ARTICLE 7**  
**HOLIDAYS**

**SECTION 1.** The following holidays shall be observed as days off with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

In addition, each employee shall receive either Lincoln's Birthday or the day after Thanksgiving in accordance with current practice in the department or position in which he/she is working.

**SECTION 2.** Should any of the dates listed above fall on a Sunday, the holiday shall be observed on the following Monday. If a holiday falls on a Saturday, employees shall be granted equivalent time off on the Friday immediately preceding such Saturday or given another day off in lieu thereof.

**SECTION 3.** Part-time employees whose normal work week is twenty (20) hours or more shall be paid according to the number of hours they would be scheduled to work on the day observed as the holiday.

**SECTION 4.** Each employee's holiday pay shall be computed at his regular daily rate.

**SECTION 5.** Whenever any of these holidays shall occur when an employee is out on paid sick leave, the employee shall be paid for the holiday and no charge to sick leave shall be made for that day.

**SECTION 6.** In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on his scheduled work day immediately preceding and following the holiday.

**SECTION 7.** In addition to the above stated holidays, employees may be granted other holidays when Town services are closed due to the requirements of State

Statute or proclamation.

**SECTION 8.** Employees who are eligible for overtime payment for work performed on a holiday, as provided in Article 12, Section 1, shall receive such payment in addition to holiday pay. If an employee who is not eligible for overtime payment under Article 12, Section 1, is required to work on an observed holiday, the employee shall be granted a substitute day off at a time mutually agreed to between the employee's immediate supervisor and the employee. Substitute holiday time off shall be taken within the fiscal year in which the holiday fell and shall not be accumulated.

**ARTICLE 8**  
**VACATIONS**

**SECTION 1.** Annual vacation leave with pay shall be earned by all regular full-time employees and part-time employees whose normal work week is twenty (20) hours or more in the following manner:

<u>Full years of Service</u>	<u>Days Per Full Month of Continuous Service</u>	<u>Maximum Earned Days Per Year of Continuous Service</u>
Date of Hire through 4th full year	5/6 day	10 days
More than 4 years through 6th full year	1 1/4 days	15 days
More than 6 years through 9th full year	1 1/3 days	16 days
More than 9 years through 12th full year	1 1/2 days	18 days
More than 12 full years	1 2/3 days	20 days

**SECTION 2.** Vacation time must be used within one (1) year from the date when it accrues, unless other arrangements are approved in writing by the Town Manager. Vacation leave may not be granted until an employee has served a minimum six (6) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.

**SECTION 3.** Employees shall apply for vacation leave to their Department Head on a request for leave form. Vacations shall be scheduled by each Department Head in accordance with departmental requirements, giving preference to employee choice according to seniority within department or its divisions.

**SECTION 4.** When an observed holiday, as established by this Agreement, occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time.

**SECTION 5.** An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the employee files with his or her Department Head a physician's certificate describing the nature and duration of the illness.

**SECTION 6.** Employees who are transferred, promoted or demoted from a position in one department to a position in another department, without a break in continuity of service, shall carry their accrued vacation leave with them to their new position.

**SECTION 7.** In the event of an employee's death, his spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

**SECTION 8.** Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation.

**SECTION 9.** Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.

**SECTION 10.** Employees who resign in good standing or who are laid off for lack of work after employment of six (6) months or more or who have retired from the Town service shall be paid for any unused vacation leave that has accrued to their last day of service. For the purposes of this Section, to resign in good standing, an employee shall give his Department Head a minimum of fourteen (14) days prior working notice unless the Town Manager agrees to permit a shorter period of notice. Said notice shall be in writing to the Department

Head by the employee stating reasons for leaving the employ of the Town. Normally, leave time shall not be granted during said required period of notice.

## **ARTICLE 9**

### **SICK LEAVE**

**SECTION 1.** Amount of Sick Leave. Each regular full-time and regular part-time employee whose normal work week is twenty (20) hours or more shall be eligible for sick leave with pay during and after his or her probationary period. Sick leave for regular full-time employees shall be computed on an hourly basis at the rate of one and one-quarter days or 8 3/4 hours per month for each full month worked, or fifteen (15) days per year with no limit on the number of days accumulated for the purpose of illness as described in Section 2 below. Sick leave shall be charged in units of not less than one (1) hour.

**SECTION 2.** Use of Sick Leave. Sick leave may be used for the following purposes:

- A. Personal illness or physical incapacity.
- B. Enforced quarantine in accordance with health regulations.
- C. For illness or physical incapacity in the employee's immediate family, limited to three (3) days for each illness.

**SECTION 3.** Proof of Illness. In the event of three (3) or more consecutive days of absence on authorized sick leave, a doctor's certificate or other proof of illness shall be required upon request. A doctor's certificate shall be required from employee(s) after five (5) consecutive working days of absence. The Town may investigate any absence for which sick leave is requested. Employees shall not be required to provide to the Town a physician's certificate for the first five (5) one (1) or two (2) day absences in any fiscal year; however, thereafter a physician's certificate shall be required upon request for any absence resulting from sickness or injury during such fiscal year regardless of the duration of such absence.

**SECTION 4.** Report of Illness. On the first day of absence from work due to illness, the employee shall report his or her illness to his immediate supervisor not later than thirty (30) minutes after his or her scheduled work assignment. The immediate supervisor shall initiate an absence report form and forward such form to the Personnel Office after the employee's return and it shall become part of the employee's personnel file.

**SECTION 5.** Sick Leave Accumulation Upon Retirement. Any employee who retires from the Town service on, after, or before his or her normal retirement date, or any employee who retires from the Town service and receives retirement income from the Town's retirement plan shall have his or her total accumulation of sick leave time not to exceed one hundred twenty (120) days transferred to his or her vacation time for the purpose of separation pay at the current rate of pay. Employees hired after January 1, 1996 shall have one-quarter (1/4) of his or her total accumulation of sick leave transferred to vacation time for the purposes of separation pay at the current rate of pay (e.g. 1/4 of 120 days = 30 days; 1/4 of 200 days = 50 days).

**SECTION 6.** Sick Leave Accumulation Upon Termination. Upon termination in good standing, one-quarter (1/4) of the employee's total accumulation of sick leave shall be transferred to the employee's balance of unused vacation time for the purpose of separation pay up to a maximum of twenty (20) days.

**SECTION 7.** Payment Upon Death. In the event of an employee's death, his spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any unused accumulated sick leave to a maximum of one hundred twenty (120) days as severance pay.

**SECTION 8.** Catastrophic Leave. In the event of a non-occupational prolonged hospitalization, terminal illness or catastrophic illness or disease which has disabled an employee from the performance of his or her employment duties, the Town Manager may grant a leave with pay for a period not to exceed forty-five (45) working days commencing when all other leave benefits have been exhausted. Such leave shall not be cumulative and shall cease upon the employee's return

to work or the expiration date of such leave, whichever comes first. The Town Manager may grant extensions of such leave for periods not to exceed a total accumulation of forty-five (45) days. During such catastrophic leave, the employee's insurance benefits shall continue in effect.

#### **ARTICLE 10** **OTHER LEAVES**

**SECTION 1.** Injury Leave. Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absence from duty due to an accident or injury that occurred while the employee was engaged in the performance of his or her duties. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his supervisor who shall make a full report on an Accident Report and Investigation Form to the Human Resources Director. Receipt of this report shall be a condition of payment of injury leave benefits. No payments shall be made if the accident or injury shall have been due to intoxication or willful misconduct on the part of the employee. In the event that an employee covered by this Agreement is injured while at work and, as a consequence of said injury, receives Workers' Compensation disability pay, said employee shall receive Workers' Compensation and supplemental pay so that the employee shall be compensated at the employee's regular rate of pay prior to such injury or disease for a period not to exceed twelve (12) months.

At the end of said twelve (12) months, such supplemental benefits shall cease.

In the case of injuries causing temporary disability for periods of time less than seven (7) days which are not wholly compensable under the Workers' Compensation insurance, the Town shall pay the employee's regular salary during the period of such absence. Lost time under injury leave shall not be charged to vacation or sick leave accruals. All employees shall continue to accrue seniority while on injury leave. It is recognized that the Town has a need to be informed of the status of an employee who is absent due to an injury compensable under worker's compensation. Therefore, the employee will comply

with reasonable requests for reporting to his supervisor during any such period of absence.

**SECTION 2.** Jury Duty. Regular employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his regular salary which will, together with the jury pay, equal his regular salary for the same pay period. The employee shall notify his Department Head of the scheduled jury duty in advance on a request for leave form as provided in Article 6, Section 3.

**SECTION 3.** Funeral Leave. Three (3) days special leave with pay shall be granted for death in the immediate family of an employee or the immediate family of his/her spouse. "Immediate family" for the purposes of this clause, is defined as parents, grandparents, spouse, brother, sister, child or brother-in-law, sister-in-law, aunt, uncle and any relation who is domiciled in the employee's household.

**SECTION 4.** Military Leave.

- A. A regular, full-time employee participating in required field training in the Federal Reserve or National Guard shall be entitled to absent himself from his Town duties while engaged in such required field training. During this period, the employee shall be paid the difference, if any, between his regular and military salary. Military leave shall not exceed thirty (30) days in any calendar year. An employee participating in such reserve military training shall give his supervisor or Department Head sufficient advance notice on a request for leave form.
- B. Employees entering the military service of the United States shall be entitled to indefinite leave without pay.
- C. On return from military service, an employee shall be reinstated in his former job and shall receive credit for the yearly increments awarded during his absence on military service provided that he reports for duty within ninety (90) days of his discharge from



military service or from hospitalization arising from such service.

D. The Town will pay to the employee's retirement fund the employer's annual assessment.

E. No employee shall lose any seniority standing because of military service, including service in the National Guards or organized reservists.

**SECTION 5.** Training. With approval of the Town Manager, leave of absence with pay may be granted by the Department Head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses, and official meetings which enhance the employee's value to the Town.

**SECTION 6.** Personal Leave. All employees shall be eligible for a leave of absence with pay for a maximum of three (3) days per year noncumulative for the purpose of attending family obligations or other personal business which necessitates his or her attendance. An employee shall apply to his/her supervisor on a request for leave form in accordance with the provisions of Article 6, Section 3.

**SECTION 7.** Family Medical Leave. An employee may be granted a leave of absence without pay, in accordance with the Town of Enfield Family Medical Leave Policy.

**SECTION 8.** Leave Without Pay. When the interest of the Town can be benefited, the Town Manager may grant a leave of absence without pay to an employee. The employee's position shall remain vacant, or be filled by a temporary appointment, until the expiration of such leave. Such leave shall not exceed a total of six (6) months, unless extended by the Town Manager.

**SECTION 9.** Benefits While on Leave. If an employee is either on an approved leave of absence without pay for more than ten (10) working days in any calendar month, or is absent without leave for three (3) or more days in any calendar month without securing subsequent authority for such leave, he shall not accrue vacation or sick leave for that month. Any holiday occurring in conjunction with absence without leave, or without pay shall be forfeited by

the employee. For any employee who is granted a leave of absence without pay, except for Family Medical Leave under Section 7, for a period that exceeds one calendar month, such employee's insurance benefits shall terminate on the first of the month following unless such employee requests that his or her insurance benefits be continued and submit the premium costs for such benefits to the Town for the period of such absence in a manner prescribed by the Personnel Office. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days on a worker's compensation leave until said employee returns to regular work hours.

**SECTION 10.** Absence Without Leave. An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive work days, or on three (3) separate occasions without notifying his or her Department Head of the reason for such absence or absences shall be considered to have resigned from the Town service and shall be terminated.

**SECTION 11.** Union Business Leave. Two Union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences, not to exceed seven (7) working days each per year.

**SECTION 12.** Rest Periods. Each employee shall be permitted a fifteen (15) minute rest period non-cumulative during each half of the daily schedule, if convenient to the operation of the Town.

## **ARTICLE 11** **HOURS OF WORK**

**SECTION 1.** The regular hours of work for all bargaining unit employees except as listed in Sections 2 and 3 below shall be thirty-five (35) hours per week, Monday through Friday, with a minimum of seven (7) hours per day. Normally, the scheduled work day shall be either 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to

5:00 p.m., with a one (1) hour lunch. Said hours may be restructured depending on the need of the division, department or Town, and such restructuring may be determined by the Town Manager after consultation with the appropriate department head and the employee(s) involved. Individuals covered under this section are expected to work whatever hours are reasonably required to fulfill their responsibilities to the Town. Employees are required to provide their department with a current telephone number and to respond upon contact when reasonably possible. The Town Manager may grant employees compensatory time off in recognition of extra hours worked if and when such hours are not already compensable under Article 12.

**SECTION 2.** The regular hours of employment for the positions of WPC Supervisor, WPC Assistant Supervisor, Highway Supervisor, Assistant Recreation Supervisor, and Building and Grounds Maintenance Supervisor shall be forty (40) hours per week consisting of five (5) work days of eight (8) hours each scheduled in accordance with the needs of the division. Individuals in these positions may be required to report earlier or work later than their regular hours depending on the need of the division, department and the Town.

**SECTION 3.** The regular hours of employment for the positions of Teacher and Teacher Assistant shall be thirty-five (35) hours consisting of five (5) work days of seven (7) hours each with a minimum one (1) hour lunch period scheduled in accordance with the needs of the day care programs. Employees in these positions may be required to report earlier or work later than their regular hours depending on the need of the division, department and the Town.

**SECTION 4.** Other Schedules or exceptions to the normal work week and/or work day, including flexible hours, may be required depending on the needs of the divisions, department and Town.

**SECTION 5.** The service week is a period beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

**ARTICLE 12**  
**COMPENSATION FOR OVERTIME WORK**

**SECTION 1.** Payment for Overtime

- A. This sub-section shall apply to employees in the classifications of Engineering Technician I and Engineering Technician II. Employees in these positions shall be compensated for overtime work at the following rates, payable for the pay period in which the overtime was incurred so that the next immediate succeeding pay check includes such compensation:
- a. At one and one-half (1 1/2) their regular rate of pay for any time that is:
1. more than eight (8) hours in one day; or
  2. more than forty (40) hours in one week; or
  3. performed on any other day not included in their work schedule.
- b. At two (2) times their regular rate of pay for any time worked on any day observed as a holiday in accordance with Article 6 or on a Sunday.
- B. This sub-section shall apply to employees in the classifications of: Highway Supervisor, Administrative Supervisor, Building and Grounds Maintenance Supervisor, Water Pollution Control Supervisor and Water Pollution Control Assistant Supervisor. These employees shall continue to be compensated for overtime work in accordance with the practice in effect prior to implementation of this Agreement. Therefore, employees in these positions shall be compensated for overtime work at the following rates, payable for the pay period in which the overtime was incurred so that the next immediate succeeding pay check includes such compensation:
- a. At one and one-half (1 1/2) their regular rate of pay for any time that is:

1. more than eight (8) hours in one day; or
  2. more than forty (40) hours in one week; or
  3. performed on any other day not included in their work schedule.
- b. At two (2) times their regular rate of pay for any time worked on a day observed as a holiday in accordance with Article 6 or on a Sunday.
- C. This sub-section shall apply to employees in the classifications of Assistant Building Official and Housing Code Inspector. Employees in these positions shall be eligible for payment of emergency overtime at time and one-half (1 1/2) the regular rate of pay, or two times their regular rate of pay if on a holiday or on a Sunday.
- "Emergency overtime" occurs when an employee in one of these positions is called in to work outside of the normally scheduled work day by the Town Manager or his/her designee, the Police Department or the Fire Department to handle public safety or human service emergencies. For emergency overtime called in during working hours, if such work is performed contiguous with the normal working schedule, the first hour will be compensated as compensatory time (one to one), and all hours worked thereafter (over 8 hours per day) will be compensated at one and one-half (1 1/2) times the regular rate of pay.

**SECTION 2.** Approval and Computation of Overtime

- A. Overtime shall be compensated only when such overtime worked has been properly authorized by the Department Head or the Town Manager, as applicable.
- B. For the purpose of computing overtime hours in excess of the basic work week, hours paid but not worked on holidays, vacation or personal leave with pay shall be counted as hours worked.
- C. When an employee is called in to work outside his/her regularly

scheduled working hours and is eligible for overtime payment under Section 1 above, he or she shall be paid a minimum of two (2) hours of overtime when such hours are not contiguous with the initial or terminal hours of the scheduled work day.

**SECTION 3.** Compensatory Time in Lieu of Overtime Payment. For employees in the classifications listed in Sections 1-B and 1-C above, overtime may be compensated (by agreement between the employee and supervisor) by compensatory time off, computed in the same manner as financial compensation would otherwise have been computed. Such compensatory time off shall be taken within two (2) weeks of the week in which the time was earned, unless an extension is requested by either the employee or the supervisor and granted by the Department Head. The extension may be granted for up to ninety (90) days. No payment for unused compensatory time shall be made upon termination of employment for any reason, and compensatory time may not be used as terminal leave.

**SECTION 4.** Administrative Leave. This section shall apply to all employees not otherwise specified under Sections 1-A, 1-B and 1-C above. Those not so specified in Sections 1-A, 1-B and 1-C above may receive administrative compensatory leave for overtime work that is inherent in such positions. Employees shall apply to their department/division head on a request for leave form which must be approved by the Town Manager upon recommendation of the department/division head. Such leave shall not normally exceed five (5) days in any one fiscal year; however, in cases where the employee documents more than 200 overtime hours, the Town Manager may grant up to seven (7) days of administrative leave. Nothing herein implies that such leave shall be commensurate in any way with the actual amount of hours worked in excess of the employees' normal work week. Leave will be granted in accordance with the needs of the department. No payment for administrative leave shall be made upon termination of employment for any reason and administrative leave may not be used as terminal leave.

#### **SECTION 5. Other Compensatory Time**

For those positions which do not qualify for overtime payment under Sections 1-A or 1-B compensatory time off equivalent to the actual additional hours worked beyond the regularly scheduled hours may be granted in accordance with the needs of the department, division or Town. Such compensatory time shall be taken within the same pay period as the additional hours worked unless the operating needs of the department do not permit the employee's absence during the same pay period. Only the Human Resources Director, upon recommendation of the department head, may authorize taking compensatory time outside of the pay period in which it is earned, but in any event, such time must be used within thirty (30) days. No payment for unused compensatory time shall be made upon termination of employment for any reason and compensatory time may not be used for terminal leave. In the event that compensatory time is granted for overtime work, such overtime may not be used in an employee's request for administrative leave under Section 4 of this Article.

### **ARTICLE 13** **MANAGEMENT RESPONSIBILITIES**

The Town and the Union recognize that the positions designated below of the Enfield Professional and Technical Employees Unit, Local 760, Connecticut State Employees Association, AFL-CIO are and have always been essentially Management positions. Management responsibilities shall be apparent both in Unit members' supervision and direction of subordinate employees and in their attention to the Town's mission of serving the residents of Enfield. The Unit is obligated to ensure that its members, as part of Management, actively support the efforts of the Town Administration to maintain essential Town services in times of emergency and, at such times, to work to minimize the critical hardship that may otherwise befall the Town's residents. Such positions include:

**DEPARTMENT OF PUBLIC WORKS**  
*ASSISTANT TOWN ENGINEER, ENGINEERING TECHNICIAN II,  
WPC SUPERVISOR,  
ASSISTANT BUILDING OFFICIAL, HIGHWAY SUPERVISOR,*

BUILDING AND GROUNDS MAINTENANCE SUPERVISOR, ASSISTANT RECREATION SUPERVISOR,  
ADMINISTRATIVE SUPERVISOR, CIVIL ENGINEER,

**DEPARTMENT OF SOCIAL SERVICES**  
SR. YOUTH WORKER

**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT**  
ASSISTANT TOWN PLANNER, COMMUNITY DEVELOPMENT COORDINATOR,  
PROJECT MANAGER, HOUSING CODE INSPECTOR,  
ZONING ENFORCEMENT OFFICER

**OFFICE OF THE TOWN ATTORNEY**  
ASSISTANT TOWN ATTORNEY

**DEPARTMENT OF FINANCE**  
DEPUTY COLLECTOR OF REVENUE, DEPUTY ASSESSOR,  
GRANTS ACCOUNTANT, PURCHASING ASSISTANT

**DEPARTMENT OF INFORMATION SYSTEMS**  
PROGRAMMER ANALYST II

**ARTICLE 14**  
**WAGES AND CLASSIFICATIONS**

**SECTION 1.** The Classification and Salary Plan in effect prior to the application of the general wages increases set forth below is attached to this agreement as Appendix "A."

**SECTION 2.** Wages for Fiscal Year 2008-2009. Effective January 1, 2009 the rates of pay in Appendix "A" shall receive a four (4) percent general wage increase and such increases will be reflected in Appendix "B."

**SECTION 3.** Wages for Fiscal Year 2009-2010. Effective July 1, 2009, all employees and the rates of pay in Appendix "B" shall receive a three (3) percent general wage increase and such increase will be reflected in Appendix "C."

**SECTION 4.** Wages for Fiscal Year 2010-2011. Effective July 1, 2010, all employees and the rates of pay in Appendix "C" shall receive a two (2) percent general wage increase and such increase will be reflected in Appendix "D."

**SECTION 5.** Wages for Fiscal Year 2011-2012. Effective July 1, 2011, all employees and the rates of pay in Appendix "D" shall receive a two and one-half (2 1/2) percent general wage increase and such increase will be reflected in



Appendix "E".

**SECTION 6. Merit Step Increases.**

- A. Annual Merit step increases within established ranges identified in Appendix "A" through "E" shall depend primarily upon recommendation of merit by the department head or appointing authority. Such increases shall not be predicated solely upon length of service but shall also be dependent upon the quality of an employee's work performance as determined by performance evaluation. It shall be the responsibility of the immediate supervisor to inform any employee who is not maintaining a satisfactory level of performance. An employee who is not at the maximum of the salary range and who does not receive a merit step increase shall be notified in writing of the reasons for such action. An employee who believes that failure to grant him/her a merit increase is arbitrary or capricious or discriminatory may challenge the decision by means of the grievance procedure, up to and including arbitration. Increases in excess of one step shall be reserved for exceptional performance.
- B. Merit Step Increases. Merit Step increases will normally be made effective upon July 1 of each year unless specified otherwise in the Agreement or any other written Agreement.
- C. Merit Increase for Fiscal Year 2008-2009. Employees shall not be eligible to receive a merit step adjustment for fiscal year 2008-2009.
- D. Merit Increase for Fiscal Year 2009-2010. Employees shall not be eligible to receive a merit step adjustment for fiscal year 2009-2010.
- E. Merit Increase for Fiscal Year 2010-2011. Employees shall not be eligible to receive a merit step adjustment for fiscal year 2010-2011.

F. Merit Increase for Fiscal Year 2011-2012. Employees shall be eligible to receive a merit step adjustment on June 30, 2012 in accordance with Section A of this Article.

**SECTION 7.** Pay Increase Upon Promotion. When an employee is promoted from one class to another, his rate of pay will be increased on the date of such promotion from his current step in his current salary range to the corresponding step in the range for the position to which he is promoted which is at least three (3) percent greater.

**SECTION 8.** Classification Review. Any employee who believes his position is not properly classified may request the Town Manager to review such position. Within thirty (30) days after the receipt of such request, the Town Manager or the Human Resources Director shall conduct a study to determine the facts and shall meet with the employee(s) and/or his or her Union representative(s) for the purpose of reviewing the findings of the study. The Town Manager or the Human Resources Director shall render his decision in writing to the employee, the Union and the Department Head within fifteen (15) days after such meeting.

**SECTION 9.** All employees will be paid through direct deposit effective January 1, 2001 and will furnish the Finance Department the necessary information to arrange for said deposit.

## **ARTICLE 15** **INSURANCE**

**SECTION 1.** Health Insurance. The Town shall provide the following insurance programs for those employees and their eligible dependents who choose to enroll in such insurance programs.

**SECTION 2.** Employee Contributions Toward Insurance Program. Commencing July 1, 2008 the employee premium contribution through payroll deduction for the benefits provided under section 3 shall be:

A. Twelve and one-half (12.5) percent of the combined premium for the Blue Cross Century Preferred Plan and Dental Plan. (Section 3A and 3B below). Full-time employees (for the purpose of this paragraph, this includes

employees assigned to work 35 hours per week or more regularly) only earning less than \$30,000.00 annually, based on their salary on July 1 for the coming fiscal year, shall not make any insurance premium contribution.

**SECTION 3.** The insurance programs covered under this section are:

A. The Blue Cross Century Preferred Plan with Managed Benefits.

1. In-network \$15.00 Home & Office Deductible, with unlimited maximum.
2. \$4.00 Co-Pay Prescription Drug Rider.
3. In-network hospitalization with maternity rider and \$200 per admission deductible for inpatient hospital admission.
4. Out of Network \$200 individual/\$500 family deductible and 80%-20% co-pay on the first \$4,000 (individual) or \$10,000 (family) of allowable charges, 100% of allowable thereafter.

B. The Blue Cross Full Service Dental Program.

**SECTION 4.** HMO Option. In lieu of Blue Cross and Blue Shield Medical Insurance Plan, all employees in the bargaining unit are eligible to enroll in designated health maintenance organizations. The Town shall contribute toward the premium only the amount that is paid by the Town for the Blue Cross Century Preferred Plan and dental plan for the employee and dependents. Any and all additional costs for the HMO shall be paid for by the employee in the form of payroll deduction. The Town assumes no responsibility for the administration of the HMO plans nor for any aspect of its operation, including eligibility, cost, coverage or delivery of health services.

**SECTION 5.** Life Insurance. The Town shall pay the full cost of group life insurance in the amount of \$100,000 for each employee. Retirees shall receive life insurance in the amount of \$1,500 paid by the Town. Employees who retire after January 1, 2001 shall receive life insurance in the amount of \$3,000.

**SECTION 6.** Accidental Death and Dismemberment. This insurance, in addition to the life insurance plan, is payable if an employee suffers any of the losses listed below as a result of and within ninety (90) days from the date of an

accident occurring while insured as provided by the insurance contract then in force. The Town shall pay the full premium for such coverage. For loss of:

Life .....	\$30,000
Both Hands, Both Feet or Sight of Both Eyes.....	\$30,000
Any Combination of Foot, Hand or Sight of One Eye...	\$30,000
One Hand, One Foot or Sight of One Eye .....	\$15,000

**SECTION 7.** Disability Income Protection. The Town shall pay the full cost of each employee's weekly disability benefits of \$150.00 per week for a maximum of thirteen (13) weeks, commencing upon the exhaustion of the employee's accrued benefit time and any donated benefit time, for total disability as a result of an accidental injury or sickness as provided by the insurance contract in force.

**SECTION 8.** Change of Carriers. The Town may from time to time change the carriers for any of the insurance programs, provided that the benefits shall be equivalent or better than those currently provided.

**SECTION 9.** Blue Cross 65/ Blue Shield 65 - Retired Employees.

- A. Eligibility. Any employee, with 10 years of service with the Town and who has worked for the Town until age 55 or later who is retired by the Town under the Pension Plan provided by Article 16 of this Agreement or any employee who has 10 years of service with the Town and who has worked until age 55 or later who receives retirement income either from the Town or as a result of service with the Town, shall be eligible for BS/BS 65 upon attaining age 65.
- B. Enrollment. Employees enrolled in the Town's group Blue Cross/Blue Shield plans shall automatically be enrolled in the Town's BC/BS 65 Plan for retirees. Retirees not enrolled in the Town's group BC/BS plans shall apply for membership in the Town's BC/BS 65 Plan upon attaining age 65.
- C. Type of Plan and Benefits. The hospital and medical insurance plan shall be the Connecticut Blue Cross 65/ Blue Shield 65 Plan as prescribed by the Blue Cross/ Blue Shield contract in force.
- D. The Town shall pay the full Connecticut Blue Cross 65/ Blue Shield 65 premium of each subscribing retiree.
- E. Retirees shall be able to purchase Blue Cross/ Blue Shield 65 coverage for their spouses at the Town's group rate. Early retirees shall be able to continue coverage for themselves and dependents provided that they pay the COBRA rate for such coverage in a timely manner.

**ARTICLE 16**  
**PENSION**

**SECTION 1.** Employees are provided with retirement benefits under the Town of Enfield Pension Plan. Any changes made in the Plan which would decrease the benefits available to the employees or increase the rate of contribution by employees shall be done only through collective bargaining. A copy of the Pension Plan shall be provided to the Union.

**SECTION 2.** Employees shall be provided with an annual statement reflecting their current retirement status.

**SECTION 3.** Employees hired on or after July 1, 1999 must join the Town pension plan once they become eligible for said plan. Employees hired before July 1, 1999 who are members of the plan must remain members of the pension plan. Employees hired before July 1, 1999 who are not members of the plan, once eligible, will be given the opportunity to join the plan each July. Once they join the plan they must remain members of the plan.

**ARTICLE 17**  
**SENIORITY**

**SECTION 1.** Seniority shall be defined as an employee's length of continuous service with the Town since the most recent date of hire. The Town of Enfield shall establish a seniority list, and the list shall be brought up to date July 1 of each year, and a copy shall be delivered to the Union.

**SECTION 2.** Officers and stewards of the Union shall have superseniority in the event of layoff, providing they have the qualifications to perform the work.

**ARTICLE 18**  
**PROBATIONARY PERIOD**

**SECTION 1.** Purpose. The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for

closely observing the employee's work for securing the most effective adjustment of a new employee whose performance does not meet the required work standards.

**SECTION 2.** Duration of the Probationary Period. All new employees shall be required to complete successfully a working test during a probationary period as follows:

- A. Employees shall serve a probationary period of six (6) months for original appointments and three (3) months for promotional appointments.
- B. Extensions of the above probationary periods not to exceed two (2) months may be granted by the Town Manager upon request of the Department Head.
- C. In the case of promotion during the original probationary period, the employee shall, before attaining the status of a regular employee, serve either the remainder of the original probationary period or the promotional period, whichever period is greater.

**SECTION 3.** Interruption of the Probationary Period. No leave from service during the probationary period, with or without pay shall be counted as a part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Town Manager.

**SECTION 4.** Dismissal During Probationary Period For New Hires. At any time during the probationary period the appointing authority may remove an employee if, in the opinion of the appointing authority, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily. Upon such removal, the appointing authority shall report to the Human Resources Director and to the employee removed his actions and reasons therefore. No appeal is allowable from dismissal during the probationary period.

**SECTION 5.** Reinstatement to Former Class For Promoted Employees. An employee appointed from a promotion list who does not successfully complete his/her probationary period shall be transferred to a position in the class occupied by the employee immediately prior to his/her promotion whether from Supervisory or Professional & Technical Unit. If such position has already been filled, the

original incumbent shall be eligible to exercise bumping rights to regain his/her former position.

**ARTICLE 19**  
**LAYOFF PROCEDURE**

**SECTION 1.** Layoff Permitted. An appointing authority, with the approval of the Town Manager, may layoff an employee whenever it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties of the organization, or for other related reasons which are outside the employee's control and which do not reflect discredit on the service of the employee.

**SECTION 2.** Layoff Procedure. In the event of a layoff, an affected employee shall receive two (2) weeks written advance notice.

**SECTION 3.** Order of Layoff. In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority with probationary employees and temporary employees subject to layoff first. In lieu of layoff, an affected employee may elect to displace the least senior employee in any equal or lower classification in the bargaining unit within a division for which the employee meets the requirements of the position.

**SECTION 4.** Recall. Employees who are laid off shall have recall rights for a period of one (1) year from the date of layoff and only to the class within the department or division from which the employee was laid off. The most senior employee in the class laid off from the department or division shall be the first employee recalled to that class within the department or division involved from which the employee was laid off provided he is presently qualified to perform the work in the job classification to which he is recalled without further training beyond orientation. Employees shall have two (2)

weeks from the date the Town sends a notice of recall to the employee at his last known address to return to the job.

**SECTION 5.** Grant Employees. Employees who are in positions funded by state or federal grants shall be employed only as long as the funding continues. An employee whose grant funding ends may exercise bumping rights pursuant to Section 3 if desired.

## **ARTICLE 20** **PROMOTIONS**

**SECTION 1.** When the Town determines that a vacancy or new position shall be filled, the vacancy or new position shall be posted for a period of seven (7) working days and filled within a reasonable time thereafter.

**SECTION 2.** Bargaining unit employees who bid on the posted vacancy or new position within the posting period shall be given first consideration with respect to their candidacy for the position; however, if it is deemed by the Town that an outside candidate possesses greater skill and ability than any of the bargaining unit candidates, the Town may fill the vacancy or new position with such outside candidate.

**SECTION 3.** Seniority shall be a factor after the Town has assessed the skills and abilities of the bargaining unit candidates and when the skills and abilities of such bargaining unit candidates have been deemed by the Town to be equal. When such is the case, the Town shall appoint the most senior employee to the vacancy or new position.

## **ARTICLE 21** **SAFETY AND HEALTH**

**SECTION 1.** The Town Agrees to provide a safe work environment for all employees.

**SECTION 2.** A joint safety committee shall be formed by the Town and the Union and said committee shall meet to review and recommend safety and health conditions.

**SECTION 3.** The Town shall furnish safety helmets and safety glasses to any



employee working in hazardous locations or with hazardous equipment and shall pay for the cost of replacement of employee's prescription glasses if broken at work.

**SECTION 4.** The Town shall provide foul-weather gear, i.e., raincoats, rain hats, boots, gloves, etc., and replace as necessary to those employees of the Public Works Department where the need exists.

**SECTION 5.** The Town shall provide, free of charge to the employee, medical injections for immunizations from the common and contagious diseases during the period of time generally administered by a physician to be provided by the Town. Dates will be determined in advance, whenever possible, to assure employees will receive the injections at the most effective times.

**SECTION 6.** The Town agrees to continue its practice of providing uniforms to employees in WPC and Highway Divisions who are currently utilizing them.

**SECTION 7.** The Town agrees to continue the practice of paying meal money to the employees of the Public Works Department who were receiving it prior to the contract.

## **ARTICLE 22**

### **NONDISCRIMINATION**

Neither the Town nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, age, sex, marital status, sexual orientation, physical or mental disability, union activity or political activity, or any other non-job related characteristic. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

## **ARTICLE 23**

### **NO STRIKE - NO LOCKOUT**

**SECTION 1.** No Strike. The Union, its officers, agents or employees agree that they will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strikes), slowdown, or any other concerted stoppage of work. Employees who are not on duty maintain their right of freedom of

expression provided there is no breach of this Section.

**SECTION 2.** No Lockout. The Town will not instigate a lockout over a dispute with the Unit so long as there is no breach of Section 1 of this Article.

#### **ARTICLE 24** **MISCELLANEOUS**

**SECTION 1.** Evaluations. Employees shall be given a copy of their evaluation form at the time they are required to sign it.

**SECTION 2.** Copies of Agreement. The Town will provide each employee with a copy of this Agreement within thirty (30) days after the effective date of this Agreement. New employees will be given a copy of this Agreement at the time of hire.

**SECTION 3.** Deferred Compensation Plan. The Town shall continue established procedures for enrolling members of the bargaining unit in the deferred compensation plan(s). Participation in this plan shall be at the discretion of each individual employee.

**SECTION 4.** Tuition Reimbursement. Employees with six (6) months of continuous service may apply for an educational refund for a course or seminar for a certificate or toward a degree at an accredited college.

- A. The employee must submit to the department head for his/her approval (prior to the commencement of the course) a description of the course to be taken and a degree to which the course is credited, if applicable. This application must then be submitted to the Human Resources Director and Town Manager for approval.
- B. The Human Resources Director or Town Manager has the prerogative to approve or disapprove such application depending on the nature of the course taken and the degree which is being matriculated for, and its relevancy to the employee's position in the Town.
- C. When the application is approved, the employee will be reimbursed eighty (80) percent of tuition cost up to \$500.00 (not including books) sixty (60) days after the submission of passing grades. The

maximum allowance per year will be \$1000.00 per employee.

- D. The Town reserves the right to limit the education refund program based on availability of funds.

**SECTION 5.** Professional Fees and Licenses. The Town shall pay the cost of work related and professional fees or licenses and the annual maintenance of such licenses if the Town requires them as a condition of employment.

**SECTION 6.** Non-Waiver of Claim. Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

**SECTION 7.** Mileage Reimbursement. Employees who use a privately owned automobile for the conduct of Town business or who are currently receiving a mileage allowance shall be reimbursed for all mileage driven in the conduct of Town business at the IRS rate in effect on July 1 for the entire fiscal year. This rate is subject to change each July 1, as the IRS may change the rate annually. The parties agree that effective July 1, 2004 employees will only be allowed to take a town car home with the approval of their department head and that any previous practice/approval of taking a vehicle home is nullified.

**SECTION 8.** Assignment of Town Vehicles. Four (4) pool cars will be made available for the Building Inspection Division, Social Services Department and Town Planning Department per the guidelines agreed on May 8, 1991. Those not using pool vehicles and who currently receive a monthly stipend shall continue to receive such stipend.

**SECTION 9.** Bulletin Boards. One (1) bulletin board shall be reserved at an accessible place in each of three (3) designated work areas for the exclusive use of the Union for the posting of official Union notices.

**ARTICLE 25**  
**SAVINGS CLAUSE**

**SECTION 1.** Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or the Connecticut State Board of Labor Relations, such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

**SECTION 2.** This contract represents complete collective bargaining and full agreement between the parties to rates of pay, wages, hours of employment, benefits, pensions, or other conditions of employment which shall prevail during the term of this agreement. The parties agree that this does not abridge an employee's rights as described in the State of Connecticut Municipal Employee's Relations Act (MERA).

**ARTICLE 26**  
**FSA AND CHET PLANS**

**SECTION 1.** The Town's flexible spending account and section 125 plan will be made available to the employees per the Agreement between the Town and the carrier. The monthly participant costs and annual fees, if any, for this plan shall be borne by the employees opting to enroll in the account and plan. Enrollment is optional to all employees covered by this agreement.

**SECTION 2.** The Town will provide for payroll deduction of contributions to the Connecticut Higher Education Trust fund for all employees who are residents of Connecticut who wish to contribute to this fund.

**ARTICLE 27**  
**DURATION**

**SECTION 1.** This contract shall be in full force and effect through June 30, 2012 and shall continue in effect thereafter, unless amended or modified in the

manner prescribed below, or terminated in accordance with the law. Wage increases which bear an effective date prior to the execution of this Agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

**SECTION 2.** Between the first day of January and the first day of February, 2012, either party may notify the other party if it wishes to amend or modify the contract as of July 1, 2012. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

**TOWN OF ENFIELD**

**LOCAL 2001, CSEA**

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

<u>GRADE</u>	<u>POSITION</u>
1	
2	Teacher Assistant
3	Health Aide II
4	Daycare Teacher
5	Youth Worker, Dial-A-Ride Coord.,
6	Engineering Technician I, Caseworker, Senior Youth Worker, IT Telecom Coordinator, Information Systems Tech, Assessment Aide, Youth Counselor I
7	Deputy Coll of Revenue, Assistant Recreation Supervisor, Youth Counselor II, Assistant Town Clerk
8	Administrative Supervisor, Reference Librarian, Head Children/Teen Librarian, Engineering Tech II, Deputy Assessor, Housing Code Inspector, Purchasing Asst, Programmer/Analyst I, Technical Support Analyst, Technical Project Coord.
9	Highway/Solid Waste Spv., Asst. Bldg Official, Programmer/Analyst II, Asst. Town Planner, Zoning Enforcement Officer, Comm. Dev. Project Manager, Spv WPC, Help Desk Coordinator, Lead Technician, Building and Grounds Maintenance Asst. Supervisor
10	Asst. Town Engineer, Grants Accountant, Civil Engineer, Webmaster, Database Administrator, Building and Grounds Maintenance Supervisor
11	Asst. Town Attorney
12	
13	

APPENDIX A  
SALARY PLAN SEIU PROFESSIONAL & TECHNICAL  
EMPLOYEES  
July 1, 2008 - December 31, 2008

	MIN			MID			MAX		
GRADE	1	2	3	4	5	6	7	8	9
13	74,704	78,279	81,858	85,433	89,008	92,584	96,160	99,740	103,313
12	65,166	68,345	71,524	74,703	77,882	81,061	84,241	87,420	90,599
11	58,807	61,591	64,451	67,154	69,935	72,717	75,497	78,279	81,061
10	52,452	55,232	58,014	60,797	63,577	66,360	69,141	71,924	74,703
9	47,683	49,870	52,055	54,240	56,425	58,611	60,797	62,981	65,166
8	42,915	44,902	46,889	48,878	50,863	52,849	54,836	56,823	58,807
7	38,146	39,935	41,723	43,510	45,297	47,088	48,878	50,662	52,452
6	34,175	35,864	37,552	39,239	40,928	42,620	44,305	45,995	47,683
5	30,199	31,887	33,577	35,267	36,956	38,645	40,331	42,020	43,710
4	27,020	28,609	30,199	31,787	33,378	34,967	36,558	38,146	39,737
3	25,430	26,823	28,212	29,602	30,997	32,384	33,776	35,168	36,558
2	23,842	25,035	26,227	27,418	28,609	29,802	30,997	32,187	33,378
1	21,298	23,247	24,241	25,232	26,227	27,221	28,212	29,206	30,195

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APPENDIX B  
SALARY PLAN CSEA PROFESSIONAL AND TECHNICAL  
EMPLOYEES  
JANUARY 1, 2009-JUNE 30, 2009

	MIN			MID			MAX		
GRADE	1	2	3	4	5	6	7	8	9
13	77,693	81,410	85,132	88,851	92,569	96,288	100,007	103,729	107,446
12	67,773	71,079	74,385	77,691	80,997	84,304	87,610	90,917	94,223
11	61,159	64,055	67,029	69,840	72,732	75,625	78,517	81,410	84,304
10	54,550	57,441	60,335	63,229	66,120	69,014	71,906	74,801	77,691
9	49,590	51,865	54,137	56,409	58,682	60,955	63,229	65,500	67,773
8	44,632	46,698	48,764	50,833	52,898	54,963	57,029	59,096	61,159
7	39,672	41,532	43,392	45,250	47,109	48,971	50,833	52,688	54,550
6	35,542	37,298	39,054	40,809	42,565	44,325	46,077	47,835	49,590
5	31,407	33,162	34,920	36,678	38,434	40,190	41,945	43,701	45,459
4	28,100	29,753	31,407	33,059	34,713	36,365	38,021	39,672	41,326
3	26,448	27,895	29,341	30,786	32,236	33,680	35,127	36,575	38,021
2	24,796	26,037	27,276	28,515	29,753	30,994	32,236	33,475	34,713
1	22,150	24,176	25,211	26,242	27,276	28,310	29,341	30,374	31,402

APPENDIX C  
SALARY PLAN CSEA PROFESSIONAL AND TECHNICAL  
EMPLOYEES  
JULY 1, 2009-JUNE 30,  
2010

	MIN			MID			MAX		
GRADE	1	2	3	4	5	6	7	8	9
13	80023	83853	87686	91516	95346	99176	103007	106841	110669
12	69806	73212	76616	80022	83427	86833	90239	93645	97049
11	62994	65976	69040	71935	74914	77894	80873	83853	86833
10	56187	59165	62145	65126	68103	71085	74063	77045	80022
9	51078	53421	55761	58102	60442	62784	65126	67465	69806
8	45971	48099	50227	52358	54485	56612	58740	60869	62994
7	40862	42778	44694	46608	48522	50441	52358	54269	56187
6	36608	38417	40225	42033	43842	45655	47459	49270	51078
5	32349	34157	35968	37778	39587	41396	43203	45012	46822
4	28943	30646	32349	34050	35754	37456	39161	40862	42566
3	27241	28732	30221	31710	33204	34690	36181	37672	39161
2	25540	26818	28094	29371	30646	31923	33204	34479	35754
1	22814	24902	25967	27029	28094	29159	30221	31285	32345

APPENDIX D  
SALARY PLAN CSEA PROFESSIONAL AND TECHNICAL  
EMPLOYEES  
JULY 1, 2010-JUNE 30,  
2011

	MIN		MID				MAX		
GRADE	1	2	3	4	5	6	7	8	9
13	81624	85530	89439	93347	97253	101160	105067	108978	112883
12	71202	74676	78149	81623	85095	88569	92043	95517	98990
11	64254	67296	70421	73374	76412	79452	82490	85530	88569
10	57311	60348	63387	66428	69465	72506	75545	78585	81623
9	52099	54489	56876	59264	61651	64040	66428	68814	71202
8	46890	49061	51232	53405	55574	57744	59915	62087	64254
7	41680	43634	45588	47540	49493	51449	53405	55354	57311
6	37340	39186	41030	42874	44719	46568	48408	50255	52099
5	32996	34840	36687	38533	40379	42224	44067	45912	47759
4	29522	31259	32996	34732	36469	38206	39944	41680	43417
3	27786	29307	30826	32344	33868	35384	36905	38426	39944
2	26051	27354	28656	29958	31259	32562	33868	35168	36469
1	23271	25400	26486	27569	28656	29743	30826	31911	32991

APPENDIX E  
SALARY PLAN CSEA PROFESSIONAL AND TECHNICAL  
EMPLOYEES  
JULY 1, 2011-JUNE 30,  
2012

	MIN		MID				MAX		
GRADE	1	2	3	4	5	6	7	8	9
13	83664	87668	91675	95680	99684	103689	107694	111702	115705
12	72982	76543	80102	83663	87223	90784	94345	97905	101465
11	65860	68978	72182	75208	78323	81438	84552	87668	90784
10	58743	61857	64972	68089	71202	74319	77433	80550	83663
9	53402	55851	58298	60745	63192	65641	68089	70535	72982
8	48062	50287	52512	54740	56964	59187	61413	63639	65860
7	42722	44725	46728	48728	50730	52736	54740	56738	58743
6	38274	40165	42055	43946	45837	47732	49619	51511	53402
5	33821	35711	37604	39497	41388	43280	45169	47060	48953
4	30260	32040	33821	35600	37381	39161	40943	42722	44503
3	28481	30040	31596	33153	34714	36268	37827	39386	40943
2	26702	28038	29372	30707	32040	33376	34714	36048	37381
1	23852	26035	27149	28259	29372	30486	31596	32709	33816



